

This instrument prepared without benefit of title examination by:

The Law Office of Stephen D. Keith, P.C.
230 Bearden Road
Pelham, Alabama 35124

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That whereas Ronnie Morton, married, (hereinafter called the "Mortgagor", whether one or more) are justly indebted to Entrust Administration of the Southeast FBO Sammy W Self IRA 1052 (hereafter called the "Mortgagee", whether one or more), in the sum of Fifty Five Thousand and 00/100 Dollars (\$55,000.00), evidenced by one promissory note of even date herewith and payable in accordance with the terms of said Note, but not later than the maturity date, to wit; March 15, 2005.

And Whereas, Mortgagor agrees, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof.

NOW THEREFORE, in consideration of the promises, said Mortgagor, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagee the following described real estate, situated in Shelby County, State of Alabama to-wit:

See Exhibit "A", attached hereto and incorporated herein by reference. No portion of the herein-described property is the homestead of the Mortgagor, or that of his spouse.

Said property is warranted free from all encumbrances and against any adverse claims, except as stated above.

If all or any part of the property or an interest therein is sold or transferred by mortgagor without mortgagee's prior written consent, excluding (a) the creation if a lien or encumbrance subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent, or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three months or more, then the mortgagee at the mortgagee's option may accelerate and demand immediate repayment of the mortgage.

TO HAVE AND TO HOLD the above granted property unto the said Mortgagee, Mortgagee's successor's, heirs and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default to be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightening and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the mortgagee, with loss, if any, payable to said Mortgagee, as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fails to keep said property insured as above specified, or fails to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option, insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness and reimburses said Mortgagee or assigns for any amounts Mortgagee may have expended for taxes, assessments and insurance, and interest thereon, then this conveyance to be null and void; but should be default be made in payment of any sum expended by the said Mortgagee assigns, or should said Indebtedness hereby secured, or any part thereof, or the interest thereon, remain



unpaid at maturity, or should the Interest or said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclose as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one (21) days' notice, by publishing once a week for three (3) consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in Shelby County, Alabama, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns, deem best, in front of the Courthouse door of said County, (or division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expenses of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying the insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns, may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned, have hereunto set their signatures and seals, this the 17 day of DEC, 2004.

Ronnie Morton
Ronnie Morton

State of Alabama)
)
Shelby County)

I, the undersigned, a Notary Public in and for said County, in said state, hereby certify that **Ronnie Morton** whose name(s) is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day, that being informed of the contents he executed the same voluntarily for and as her act on the day same bears date.

Given under my hand and seal this 17 day of DEC, in the year 2004.

[Signature]

Notary Public
My Commission Expires: 3/2/2008

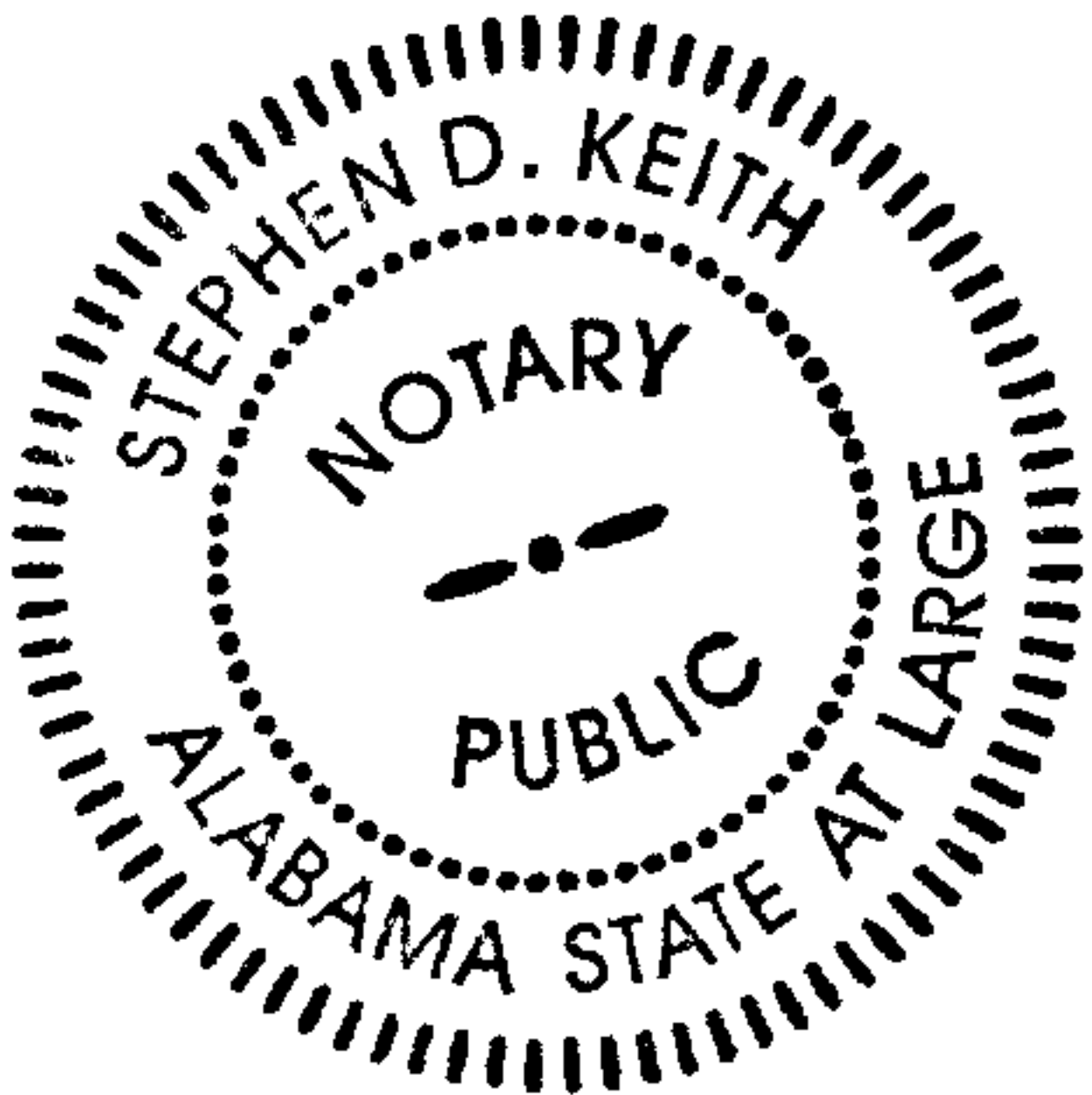


Exhibit A, Legal Description of Ronnie Morton Property

Commence at the Southeast corner of Section 22, Township 20 South, Range 3 West, Shelby County, Alabama; thence North 89 degrees 39 minutes 26 seconds West, a distance of 1650.00 feet; thence North 00 degrees 58 minutes 02 seconds West, a distance of 281.61 feet to the point of beginning; thence North 01 degrees 26 minutes 15 seconds West, a distance of 246.39 feet; thence North 01 degrees 25 minutes 03 seconds West, a distance of 272.45 feet; thence North 00 degrees 01 minutes 51 seconds West, a distance of 254.80 feet; thence North 89 degrees 57 minutes 21 seconds East, a distance of 130.56 feet; thence North 89 degrees 46 minutes 18 seconds East, a distance of 554.35 feet; thence South 00 degrees 07 minutes 17 seconds East, a distance of 322.46 feet; thence South 81 degrees 49 minutes 54 seconds East, a distance of 44.40 feet; thence South 70 degrees 33 minutes 33 seconds East, a distance of 41.18 feet; thence South 54 degrees 11 minutes 07 seconds East, a distance of 8.25 feet; thence South 36 degrees 37 minutes 17 seconds East, a distance of 53.95 feet; thence South 33 degrees 45 minutes 39 seconds East, a distance of 83.48 feet; thence South 82 degrees 56 minutes 50 seconds East, a distance of 58.91 feet; thence South 85 degrees 43 minutes 30 seconds East, a distance of 53.68 feet; thence South 17 degrees 33 minutes 05 seconds West, a distance of 57.66 feet; thence South 18 degrees 54 minutes 05 seconds West a distance of 37.35 feet; thence South 38 degrees 45 minutes 05 seconds West, a distance of 21.42 feet; thence South 47 degrees 48 minutes 46 seconds West, a distance of 56.17 feet; thence South 41 degrees 51 minutes 34 seconds West, a distance of 22.96 feet; thence South 34 degrees 30 minutes 59 seconds West, a distance of 41.76 feet; thence South 33 degrees 44 minutes 17 seconds West, a distance of 31.75 feet; thence South 22 degrees 02 minutes 56 seconds West, a distance of 36.04 feet; thence South 40 degrees 54 minutes 54 seconds East, a distance of 35.51 feet; thence South 06 degrees 50 minutes 59 seconds East, a distance of 20.20 feet; thence South 89 degrees 53 minutes 21 seconds West, a distance of 823.58 feet to the POINT OF BEGINNING.

Commence at the Southeast corner of said Section 22; thence North 89 degrees 39 minutes 26 seconds West, a distance of 1650.00 feet; thence North 00 degrees 58 minutes 02 seconds West, a distance of 281.61 feet; thence North 89 degrees 53 minutes 21 seconds East, a distance of 823.58 feet to the POINT OF BEGINNING; thence continue Easterly along said line, a distance of 267.97 feet; thence North 64 degrees 38 minutes 48 seconds East, a distance of 129.00 feet; thence North 00 degrees 26 minutes 21 seconds West, a distance of 175.33 feet; thence North 63 degrees 31 minutes 34 seconds East, a distance of 214.45 feet; thence South 67 degrees 47 minutes 20 seconds East, a distance of 37.86 feet; thence North 11 degrees 43 minutes 03 seconds West, a distance of 17.37 feet; thence North 08 degrees 43 minutes 03 seconds West, a distance of 51.50 feet; thence North 23 degrees 48 minutes 01 seconds West, a distance of 57.69 feet; thence South 21 degrees 08 minutes 05 seconds West, a distance of 33.75 feet; thence South 63 degrees 35 minutes 42 seconds West, a distance of 71.71 feet to the point of a curve of a non tangent curve to the right, of which the radius point lies North 26 degrees 21 minutes 55 seconds West, a radial distance of 430.57 feet; thence Westerly along the arc, through a central angle of 24 degrees 30 minutes 03 seconds, a distance of 184.12 feet; thence South 87 degrees 05 minutes 42 seconds West, a distance of 279.18 feet; thence South 82 degrees 56 minutes 50 seconds East, a distance of 32.85 feet; thence South 85 degrees 43 minutes 30 seconds East, a distance of 53.68 feet; thence South 17 degrees 33 minutes 05 seconds West, a distance of 57.66 feet; thence South 18 degrees 54 minutes 05 seconds West, a distance of 37.35 feet; thence South 38 degrees 45 minutes 05 seconds West, a distance of 21.42 feet; thence South 47 degrees 48 minutes 46 seconds West, a distance of 56.17 feet; thence South 41 degrees 51 minutes 34 seconds West, a distance of 22.96 feet; thence South 34 degrees 30 minutes 59 seconds West, a distance of 41.76 feet; thence South 33 degrees 44 minutes 17 seconds West, a distance of 31.75 feet; thence South 22 degrees 02 minutes 56 seconds West, a distance of 36.04 feet; thence South 40 degrees 54 minutes 54 seconds East, a distance of 35.51 feet; thence South 06 degrees 50 minutes 59 seconds East, a distance of 20.20 feet to the point of beginning.

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